

**INTERGOVERNMENTAL AGREEMENT**

**FOR**

**THE SAFE PASSAGES PROGRAM**

**BETWEEN**

**THE CITY OF CHICAGO  
ACTING THROUGH ITS DEPARTMENT OF  
FAMILY AND SUPPORT SERVICES**

**AND**

**THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

## **TABLE OF CONTENTS**

ARTICLE 1	Incorporation of Recitals
ARTICLE 2	CPS's Duties and Responsibilities
2.01	Services to be Performed
2.02	Performance Standards
2.03	Ownership of Documents; Records and Reports
2.04	Audit Requirement
2.05	Confidentiality
2.06	Subcontracts and Assignments
2.07	Patents and Copyrights
2.08	Force Majeure
ARTICLE 3	Term of Agreement
ARTICLE 4	Compensation
4.01	Amount of Compensation
4.02	Payment
4.03	Non-Appropriation
ARTICLE 5	Disputes
ARTICLE 6	Risk Management
6.01	Insurance Provided by CPS
ARTICLE 7	Termination
ARTICLE 8	Special Conditions
8.01	Warranties and Representations
8.02	Conflict of Interest
8.03	Non-Liability of Public Officials
8.04	Independent Contractor
8.05	FOIA and Local Records Act Compliance
ARTICLE 9	General Conditions

9.01	Entire Agreement
9.02	Counterparts
9.03	Amendments
9.04	Compliance with All Laws/Governmental Orders
9.05	Governing Law
9.06	Severability
9.07	Interpretation
9.08	Assigns
9.09	Cooperation
9.10	Waiver

ARTICLE 10              Communication and Notices

10.01	Communication Between the Parties
10.02	Notices

ARTICLE 11              Authority

11.01	CPS's Authority
11.02	DFSS's Authority

## EXHIBIT

Exhibit A              Scope of Services and Budget

**THIS INTERGOVERNMENTAL AGREEMENT FOR THE SAFE PASSAGES PROGRAM** (the “**Agreement**”) is entered into the 30<sup>th</sup> day of January, 2019, but is deemed effective as of January 1, 2018 (the “**Effective Date**”) by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the “**City**”), acting through its Department of Family and Support Services (hereinafter referred to as “**DFSS**”), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, commonly known as the Chicago Public Schools (hereinafter referred to as the “**Board**” and “**CPS**”).

## **RECITALS**

**WHEREAS**, DFSS provides various family supportive service programs for residents of the City of Chicago; and

**WHEREAS**, the CPS is the third largest school district in the United States and provides a public school education for the residents of the City of Chicago; and

**WHEREAS**, CPS enters into agreements with third party vendors (“**Subcontractors**”) to provide safe passage services for CPS students traveling to and from schools in certain designated communities throughout the district; and

**WHEREAS**, DFSS desires to assist CPS by providing funds for expenses incurred in 2018 for providing support for safe passage services and expanding the scope of safe passage services (the “**Program**”); and

**WHEREAS**, DFSS and CPS desire to enter into this Agreement to permit CPS to implement the Program, as set forth in Section 2.01.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CPS do hereby agree as follows:

## **ARTICLE 1 INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE 2 CPS’ DUTIES AND RESPONSIBILITIES**

### **Section 2.01 Scope of Services**

The services that CPS has provided under this Agreement are those described in Exhibit A for the provision of the Program (collectively, the “**Services**”). CPS has provided the Services

in accordance with the standards and performance set forth in Section 2.02.

#### Section 2.02 Performance Standards

CPS has performed all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CPS has at all times used its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CPS agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS' needs when those needs are clearly conveyed in writing to CPS in a timely and appropriate manner.

#### Section 2.03 Ownership of Documents, Records and Reports

- A. All Board Confidential Information, as described in Section 3 below, is and shall remain the property of the Board. All reports or information in any form prepared or assembled by, or provided to, CPS under this Agreement that do not include Board Confidential Information are the property of the DFSS. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports for government purposes, which are limited to responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the DFSS in writing, subject to the privacy rights of CPS' students as provided by law not to disclose personal identification information.
- B. CPS shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS' performance under this Agreement. In addition, CPS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

#### Section 2.04 Audit Requirement

Until five years after the termination of this Agreement, DFSS retains an irrevocable right to independently or through a third party audit CPS' books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS.

## **Section 2.05 Subcontracts and Assignments**

CPS shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, other than to the Subcontractors included in Exhibit A, without the express written approval of DFSS, which approval shall not be unreasonably withheld by DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CPS shall not assign any right to collect payment or any similar right to any CPS delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

## **Section 2.06 Patents and Copyrights**

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS's purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.

## **Section 2.07 Force Majeure**

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the Term of this Agreement, neither CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

## **ARTICLE 3 CONFIDENTIALITY**

### Section 3.01 Confidential Information

CPS and DFSS agree that all deliverables, reports, documents and information prepared, assembled, received or encountered pursuant to this Agreement (“**Confidential Information**”) are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. CPS and DFSS agree that such Confidential Information shall not be made available to any individual or organization other than CPS, the City, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the other party.

### Section 3.02 Board Confidential Information

DFSS may have access to or receive certain information from CPS that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. (“**Board Confidential Information**”). DFSS shall not use or disclose any Board Confidential Information without the prior written consent of the Board except as permitted in Section 3.03 herein. DFSS shall use at least the same standard of care in the protection of the Board Confidential Information of the Board as DFSS uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. To the extent that the Board’s Confidential Information may include student data, the City acknowledges that student data and the use of it is subject to and must comply with the additional regulations of the Family Educational Rights and Privacy Act (“**FERPA**”) and the Illinois School Student Records Act (“**ISSRA**”).

### Section 3.03 Disclosure of Confidential Information

In the event either party is presented with a request for documents by any agency of the Federal or State Government or as may be required in response to a request under the Freedom of Information Act (“**FOIA**”), or with a *subpoena* regarding such Confidential Information or Board Confidential Information which may be in that party’s possession by reason of this Agreement, the party that received the request must immediately give notice to the other party and their General Counsel or Corporation Counsel with the understanding that they will have the opportunity to contest such process by any means available to it before the Confidential Information or Board Confidential Information is submitted to a court or other third party. Neither party, however, will be obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

## **ARTICLE 4 TERM OF THE AGREEMENT**

The term of this Agreement shall commence on the Effective Date first mentioned above and shall continue until the final payment of funds has been made, or the Agreement has terminated in accordance with its terms whichever occurs first (the "Term").

## **ARTICLE 5 COMPENSATION**

### **Section 5.01 Amount of Compensation**

This is a cost reimbursement Agreement. DFSS shall reimburse CPS for the provision of the Services under the Agreement, up to \$1,000,000.00. Only those expenditures made by CPS with respect to the Program, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the summary budget, which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

### **Section 5.02 Payment**

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing format, CPS shall from time to time and not less than quarterly submit sufficiently detailed invoices, that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Exhibit A. Upon completion of the Program, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit A. Payment under this Agreement shall come from City fund numbers 016-0100-0502005-9253 and 016-0100-0502005-9259.

### **Section 5.03 Non-Appropriation**

Funding for this Agreement is subject to 1) availability of funds from the City, and 2) the availability of funding by the Board. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Board and/or City for performance or payments to be made under this Agreement, making performance under this Agreement impossible, then the affected party shall promptly notify the other party of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPS under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

## **ARTICLE 6 DISPUTES**

In the event of a dispute between the parties arising out of this Agreement, the parties agree that the City's Commissioner and Corporation Counsel and the CPS's Chief Financial Officer ("CFO") and General Counsel shall first meet to resolve any outstanding issues. The parties agree that only after they have in good faith attempted to obtain a resolution without success may either party pursue a remedy at law, provided it does so within one year of the date on which either the Commissioner or the CFO declare in writing that the parties have reached an impasse.

## **ARTICLE 7 RISK MANAGEMENT**

Section 7.01 Insurance to be Provided by CPS. CPS hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement adequate coverage for all Services being performed under this Agreement. Coverage under such self-insurance shall be at least as board as:

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000). The City acknowledges the Board is self-insured for this coverage.

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to CPS' officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be added as an additional insured on the Board's policy and such insurance will be primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention. The Board will provide the City with a Certificate of Insurance, indicating that it has additional insured status.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be added as an additional insured on the Board's policy and such insurance will be primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention. The Board will provide the City with a Certificate of Insurance, indicating that it has additional insured status.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The City acknowledges the Board has Miscellaneous Professional Liability coverage but it is subject to a \$10,000,000 self-insured retention.

5. If applicable, CPS must require all Subcontractors to provide the insurance required in this Agreement or CPS may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of CPS unless otherwise specified in this Agreement.

## **ARTICLE 8 TERMINATION**

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to CPS. CPS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to DFSS. The effective date of the termination shall be the date the notice is received by the other party or the date stated in the notice, whichever is later.

## **ARTICLE 9 SPECIAL CONDITIONS**

### **Section 9.01 Warranties and Representations**

In connection with the execution of this Agreement, CPS warrants and represents that CPS and to the best of its knowledge, based on representations and warranties made by its vendors in contracts with CPS, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois

Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; DFSS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

#### Section 9.02 Conflict of Interest

In connection with signing and carrying out this Agreement, CPS warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CPS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CPS further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Furthermore, CPS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

#### Section 9.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

#### Section 9.04 Independent Contractor

(a) CPS shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered into in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt

positions on the basis of political reasons or factors.

(c) CPS is aware that City policy prohibits City employees from directing any individual to apply for a position with CPS, either as an employee or as a subcontractor, and from directing CPS to hire an individual as an employee or as a subcontractor. Accordingly, CPS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CPS under this Agreement are employees or subcontractors of CPS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by CPS.

(d) CPS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to CPS by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, CPS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of DFSS. CPS will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

#### Section 9.05. FOIA AND LOCAL RECORDS ACT COMPLIANCE

(a) FOIA. The parties acknowledge that each is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended ("FOIA"). FOIA requires that each party to produce "Records" (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the Records requested are exempt under FOIA. If either party receives a request from the other party to produce Records within the scope of FOIA, the party that received the request covenants to comply with such request within 72 hours of the date of such request. Failure by either party to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that either party submits to the other party during the term of the Agreement containing trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by either party to be treated as trade secrets or information that would cause competitive harm, FOIA requires that such party mark any such documents as “proprietary, privileged or confidential.” If such party marks a document as “proprietary, privileged and confidential”, then the other party will evaluate whether such document may be withheld under FOIA. The other party, in its discretion, will determine whether a document will be exempted from disclosure, such determination being subject to review by the Illinois Attorney General’s Office and/or the courts.

(c) Local Records Act. The parties acknowledge that each is subject to the Local Records Act, 50 ILCS 205/1 et seq., as amended (the “**Local Records Act**”). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by either party, the other party covenants to use its best efforts consistently applied to assist such party in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in this Agreement.

## **ARTICLE 10 GENERAL CONDITIONS**

### **Section 10.01 Entire Agreement**

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

### **Section 10.02 Counterparts**

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

### **Section 10.03 Amendments**

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by CPS’s Chief Financial Officer or his/her designee and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

### **Section 10.04 Compliance with All Laws/Governmental Orders**

A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or

hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA"), the Illinois School Student Records Act and any and all Board rules and policies. Board rules and policies are available at <http://www.cps.edu/>.

- B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

#### Section 10.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party against the other party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

#### Section 10.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

#### Section 10.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

#### Section 10.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

#### Section 10.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason other than due to breach by DFSS, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of DFSS in connection with the termination or expiration of this Agreement.

#### Section 10.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS' performance in any respect or waives a requirement or condition to either CPS' or DFSS' performance, the waiver so

granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times DFSS may have waived the performance of a requirement or condition.

Section 10.11        Inspector General

Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1 and Chapter 2-56 of the Municipal Code, the Inspector General of the Board of Education of the City of Chicago and the Inspector General of the City of Chicago, respectively, have the authority to conduct certain investigations and that each Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**ARTICLE 11            COMMUNICATION AND NOTICES**

Section 11.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS's program manager and CPS's Office of Safety and Security. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 11.02 Notices

Any notices sent to DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner  
Chicago Department of Family and Support Services  
1615 W. Chicago Ave.  
Chicago, Illinois 60622

With copies to:  
Finance and Economic Development Division  
Department of Law  
City of Chicago  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602

Notices sent to CPS shall be mailed by certified mail, postage prepaid to:

Jadine P. Chou  
Chief Safety and Security Officer  
Board of Education of the City of Chicago  
Office of Safety and Security  
42 West Madison, Ground Level  
Chicago, Illinois 60602

Ronald DeNard, Senior Vice President of Finance  
Board of Education of the City of Chicago  
Finance Department  
42 West Madison, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602

With a copy to:

Joseph Moriarty, General Counsel  
Board of Education of the City of Chicago  
Law Department  
One North Dearborn, Suite 900  
Chicago, Illinois 60602

## **ARTICLE 12 AUTHORITY**

### **Section 12.01 CPS's Authority**

Execution of this Agreement by the CPS is authorized by Rules of the Board of Education of the City of Chicago, Section 7-15(d) and other applicable laws, regulations and ordinances.

### **Section 12.02 DFSS's Authority**

Execution of this Agreement by DFSS is authorized by Section 2-50-040(d) of the Municipal Code of Chicago (the “**Municipal Code**”), and the appropriations ordinance enacted by the City Council of the City of Chicago (the “**Council**”) on November 14, 2018.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, DFSS and the CPS have executed this Agreement effective as of the Effective Date.

**CITY OF CHICAGO**, a municipal corporation  
by and through its  
Department of Family and Support Services

By: Lisa Morrison Butler  
Lisa Morrison Butler  
Commissioner

Date: 1/30/19

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

By: Ronald DeNard  
Ronald DeNard  
Senior Vice President of Finance

Date: 1/29/19

Approved as to Legal Form

By: Joseph Moriarty  
Joseph Moriarty, General Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES AND BUDGET**  
**FOR THE SAFE PASSAGE SERVICES PROGRAM**

For Services performed from January 1, 2018 until December 31, 2018

---

Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

**Description of the Safe Passage Program and Services:**

The Board recognizes the importance of student safety while traveling to and from schools. A student's safety and perception of safety can impact his or her school attendance and academic performance. The Program is designed to provide safe routes for students in order to increase attendance, decrease violent incidents involving CPS students, and increase student perception of safety traveling to and from school. Each identified school has a uniquely tailored Safe Passage strategy, which takes into consideration that school's community, popular modes of student transportation, arrival and dismissal times, and student residences. The successful implementation of Safe Passage requires the collaboration of public agencies and officials including, but not limited to, the Chicago Police Department ("CPD"), the Chicago Transit Authority ("CTA"), Aldermen, local elected officials, the community surrounding each school, and the Board's third party vendors. The Board will provide communication equipment (i.e. cellular telephones) to the third party vendors and establish communication protocols between the third party vendors, public agencies, and the identified schools. The equipment and protocols will be provided at a mandatory training held by the Board that third party vendors' staff must attend.

The Board recognizes that ground level decision-making is critical to the success of the Program. Each community has unique challenges and resources. Thus, the safety of school routes depends upon the collaboration and invested efforts of the community participants surrounding each school, including: community-based organizations, faith-based organizations, parent associations/groups, intervention programs and restorative justice practitioners. The Safe Passage program requires the flexibility and effort of all participants. The Board has implemented the Program for schools in various communities. Each third party vendor recruits, screens, hires, trains and maintains a cadre of responsible, mature, and culturally competent individuals staffed as "**Community Watchers**" throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal time(s) or solely during dismissal time. Such supervision will vary depending on the individual school's arrival and dismissal times. The Board may also ask the third party vendors to deploy community watch staff throughout Board-designated safety routes during school events that take place outside of arrival and dismissal times including, but not limited to, athletic events, school dances, and graduation ceremonies.

The duties and responsibilities of Community Watchers shall include, but not be limited to, the

following:

- Reporting to daily assigned post(s) to assist youths traveling to and from schools assigned to the Program; and
- Reporting to daily assigned post(s) to assist students traveling to and from bus stops and boarding necessary buses; and
- Monitoring designated “hot spots” for suspicious behavior and potential conflicts; and
- Collaborating with the CPD, Schools and CPS staff and instantly reporting any known or potential conflicts to the CPD or CPS staff; and
- Wearing a uniform and/or having official identification that clearly defines their status as Safe Passage Workers.

Community Watchers’ duties may also consist of the following:

- Reporting to alternative routes around nearby schools due to potential conflicts in the community; and
- Accompany CPS students on Board-approved school buses shuttling students from their site pickup at the sending school to their welcoming school.

Third party vendors shall submit certain information to the Board that will be captured in daily electronic incident reports, weekly incident logs and monthly service evaluation reports.

#### **Description of the Expansion of the Program:**

In addition to using the funds for overall support of the Program, the Board will use a portion of the funds toward the expansion of the Program to additional schools. Participating schools are selected based on a variety of criteria, including but not limited to school community demand, community incidents and school climate.

These funds will allow the expansion of the Program to an additional 14 new schools:

- 1) Ashe – 8505 S. Ingleside
- 2) Bradwell – 7736 S. Burnham
- 3) Daley – 5024 W. Wolcott
- 4) Frazier – 4027 W. Grenshaw
- 5) Joplin – 7931 S. Hoyne
- 6) Lewis – 1431 N. Leamington
- 7) McKay – 6901 S. Fairfield
- 8) Morrill – 6011 S. Rockwell
- 9) Park Manor – 7037 S. Rhodes
- 10) Ruggles – 7831 S. Prairie
- 11) Ruiz – 2410 S. Leavitt
- 12) Sawyer – 5247 S. Spaulding

- 13) Sherman – 1000 W. 52<sup>nd</sup>
- 14) Warren – 9239 S. Jeffery

These schools will be supported by the existing, approved Program vendors: Alliance for Community Peace, A Knock at Midnight, Ark of St. Sabina, AME3, Black United Fund, Brighton Park, Claretian, Enlace, UCAN and Ebenezer.

**Funding in Support of the Program and for Expansion of the Program:**

For this Program, each Community Watcher will be paid the prevailing minimum wage not to exceed five (5) hours each week day for the duration of the contracts. The funds from DFSS will be used to pay a portion of the full scope of the existing Program for all the aforementioned vendors; however, the Board's Office of Safety and Security has amended the third party vendors' contracts listed in the Section above, which ended on July 31, 2018. A portion of the \$1,000,000.00 from DFSS will be allocated toward these amendments to pay for services including costs for the expansion of the Program from March 1, 2018 to July 31, 2018. The Board has entered into new agreements with various third party vendors with a term commencing August 1, 2018 and the remaining funds from DFSS will be allocated to support the Program for the period from August 1, 2018 – December 31, 2018.

**Rationale for this Program:**

In the area of Community Safety, there has been tremendous success during the school year among City Agencies and Community Stakeholders in their partnership to support youth safety as they travel to and from school. The Program is operated by community-based organizations who then hire residents from the community to stand post as children pass through the areas in the district.

The program continues to be received well by the community and has improved safety perception of students whose schools are assigned to the Program.

Program Results during the school year include:

- 32% reduction in crime along routes during operational hours, and
- Students attending schools with safe passage increased their perception of school safety traveling to school at double the rate of improvement over the district average.

## **BUDGET**

### **Compensation and Financial Breakdown**

DFSS shall pay to CPS a compensation amount not to exceed \$1,000,000.00 to implement the abovementioned Program.